

Purchase Agreement for Hebabox/Hebastack (Standard Hardware and Software)

§ 1 Subject Matter of the Contract

- (1) The supplier shall deliver to the customer hardware in the form of the Hebabox/Hebastack in a closed housing (ILAS-Out interface or PC/SPS interface) together with the corresponding user documentation. Furthermore, the supplier shall provide the customer with the corresponding firmware (hereinafter also referred to as “software”) together with the related user documentation and shall grant the customer rights of use thereto in accordance with the terms of use agreed in this contract.
- (2) The firmware shall be delivered pre-installed on the hardware. The source code shall not be provided.
- (3) Installation of the hardware and establishment of technical operational readiness, the performance of minor adaptation services relating to the firmware, the installation and integration into the customer’s network, or any training shall only be included if expressly agreed upon. Further services of the supplier, such as extensive modifications or adaptations to the firmware, individual programming, consulting, training, hardware maintenance, and software maintenance, are not part of this contract under any circumstances; such additional services may be agreed upon in a separate legally binding contract between the parties.
- (4) The agreed characteristics of the delivered hardware and software are conclusively derived from the product description and the descriptions of functionalities contained in the user documentation.
- (5) The provided user documentation is intended to enable the customer to operate the hardware and software properly. The user documentation shall be available in digital form in both German and English. The customer shall not be entitled to any further quality or form of the user documentation.
- (6) The technical data, specifications, explanations of functions and possible uses, as well as other information contained in the supplied product descriptions and user documentation, shall be understood exclusively as a description of the agreed quality within the meaning of Section 434 (2) Sentence 1 No. 1 of the German Civil Code (BGB) and not as an independent guarantee, warranty of characteristics, or warranty of durability.
- (7) Statements by the supplier regarding the subject matter of performance shall constitute an independent guarantee, warranty of characteristics, or warranty of durability in the legal sense only if such statements are made in writing by the supplier’s management and are expressly and literally designated as a “guarantee,” “warranty of characteristics,” or “warranty of durability.”

§ 2 Delivery Deadlines, Force Majeure, Transfer of Risk, Transport

- (1) Delivery shall take place after completion and in coordination between the parties.
- (2) As long as the supplier is prevented from performing due to an unforeseeable, extraordinary event that could not be avoided even with reasonable care — in particular natural disasters, disruptions in energy supply or operations, government intervention, labor disputes, unexpectedly occurring pandemics or epidemics, or other cases of force majeure — the agreed delivery periods shall be extended by the duration of the impediment and additionally by a reasonable start-up period after the impediment has ceased. If, in such cases, performance becomes impossible for the supplier, the supplier shall be released from its contractual obligations to perform.
- (3) Unless otherwise agreed, the goods shall be shipped at the customer’s expense. The risk shall pass to the customer once the goods have been handed over to the person responsible for transport or have left the supplier’s manufacturing facility or dispatch warehouse for the purpose of shipment. Upon the customer’s written request, transport insurance shall be arranged at the customer’s expense.

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§ 3 Grant of Rights

(1) The supplier grants the customer a simple, non-exclusive, perpetual right to use the software for operation within the customer’s own network and exclusively on the supplier’s hardware.

(2) The customer may use the software only for its own purposes, specifically for conducting the internal business processes of its company. Use of the software is also permitted within companies affiliated with the customer within the meaning of Section 15 of the German Stock Corporation Act (AktG) (“group companies”). The customer is not entitled to broadcast the software publicly, whether wirelessly or by wire, to rent, lease, or otherwise make it temporarily available to third parties (in particular within the scope of data center operations for third parties, application service providing [ASP], or software as a service [SaaS]), unless expressly agreed or previously approved in writing by the supplier. Employees of the customer who require access to the software to fulfill their contractual duties shall not be deemed third parties.

(3) Reproduction of the software is permitted only for its intended use. The customer is entitled to make a backup copy if this is necessary to secure future use. Furthermore, the customer is authorized to reproduce the software within the framework of proper and regular data backups according to the current state of technology. The provided user documentation may only be reproduced to the extent necessary for the proper use of the software.

(4) The customer is entitled to make changes, edits, modifications, or decompilations of the software within the meaning of Section 69c No. 2 of the German Copyright Act (UrhG) only in accordance with Section 69d (1) UrhG, and only if such action is necessary for the intended use of the software, including the correction of errors. Before correcting errors itself or through a third party, the customer must first give the supplier the opportunity to remedy the error. If the supplier corrects the error by delivering an update or a new version of the software, the provisions of this § 3 shall apply to such versions. In the case of decompilation pursuant to sentence 1, § 3 (5) sentence 2 below shall apply accordingly.

(5) The customer is permitted to reproduce or decompile the software to achieve interoperability with other programs under the conditions specified in Section 69e UrhG, provided that the supplier, after written request, has not provided the necessary data within a reasonable period of time. The customer shall treat as confidential any information obtained through decompilation or provided by the supplier in accordance with § 9 (1) and (2).

(6) Any use beyond the contractually agreed scope is not permitted and requires an additional grant of rights by the supplier.

(7) Copyright notices, serial numbers, or identification marks may not be removed or altered from the hardware or software. Copies of the software or user documentation made by the customer must be clearly marked as such and must include the manufacturer’s copyright notice.

(8) The firmware of Hebatronic GmbH may contain open-source components. Where required by the licenses applicable to these open-source components, the terms of the respective open-source licenses take precedence over the terms of this agreement. If the terms of an open-source license prohibit certain restrictions set out in this agreement with respect to the open-source components, such restrictions shall not apply to the relevant open-source components. “Open-source components” are parts of the firmware that are subject to the terms of an open-source license. An “open-source license” is a software license recognized as an open-source license by the Open Source Initiative or a substantially similar license, including but not limited to any license requiring the distributor of the software to make the software available in source code form.

§ 4 Remuneration, Payment Terms, Retention of Title

(1) The customer shall pay the agreed remuneration.

(2) The costs of transport as well as any transport insurance requested by the customer shall be borne by the customer (see § 2 (3)).

(3) All prices are exclusive of statutory value-added tax.

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(4) Unless otherwise agreed between the parties, the agreed remuneration shall be due and payable within 14 days from receipt of the invoice and delivery of the purchased items to the customer.

(5) The supplier retains ownership of the delivered hardware, any provided data carriers, and any user documentation provided in printed form until full payment of the agreed remuneration has been received.

§ 5 Obligations of the Customer

(1) The customer shall observe the instructions contained in the user documentation for the operation of the hardware and software.

(2) The customer is obliged to properly and regularly back up its data prior to the installation of the software, prior to the commissioning of the Hebabox, and thereafter during operation.

(3) The customer shall grant the supplier unrestricted access to the purchased items for the purpose of remedying any defects. At the request of either the supplier or the customer, it may be agreed that defect rectification measures relating to the software may also be carried out by the supplier via remote maintenance.

(4) The assertion of rights and claims for material defects pursuant to § 6 below requires that the customer has fulfilled its obligation to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). The customer must notify the supplier in writing of any defects without undue delay after their discovery.

§ 6 Material Defects

(1) The customer’s rights and claims in the event of material defects shall be governed by the statutory provisions, unless otherwise provided in the following provisions of this § 6 or in § 8.

(2) A material defect shall exist if the hardware, software, or user documentation does not possess the agreed characteristics pursuant to § 1 (4) and (5).

(3) In the event of defects, the supplier shall, at the customer’s request, provide subsequent performance at its discretion either by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). The customer may, within a reasonable period, demand a different form of subsequent performance than the one chosen by the supplier if the form chosen by the supplier is unreasonable for the customer. The supplier’s rights under §§ 439 (4), 275 (2) and (3) of the German Civil Code (BGB) remain unaffected.

(4) In the case of defects in the software, the supplier shall be entitled to provide subsequent performance by delivering a patch, update, or new version of the software. The supplier shall be entitled to deliver a new version of the software insofar as it contains the same functionality as the contractually agreed version of the software and its adoption is reasonable for the customer and does not result in significant disadvantages. Upon delivery of a new version, the customer is obliged to return or delete the defective software (§ 439 (6) BGB). §§ 439 (2) and (3) BGB remain unaffected.

(5) The supplier shall be entitled to provide the customer with temporary workarounds for defects and to remedy the defect later by delivering the next update or new version of the software released by the supplier, provided that this is reasonable for the customer. If the supplier exercises this right, this shall be taken into account when determining the reasonableness of the period for subsequent performance pursuant to § 6 (7) below.

(6) The customer shall comply with any instructions provided by the supplier by telephone, in writing, or electronically in the context of subsequent performance. The supplier may issue such instructions in particular with regard to the installation of patches, updates, or new versions of the software provided for the purpose of subsequent performance, as well as for the implementation of temporary workarounds.

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(7) If the customer sets a reasonable deadline for subsequent performance and such subsequent performance fails within this period, the customer shall be entitled to further rights to reduce the price or, at its discretion, to withdraw from the contract. In addition, if the supplier is responsible for the defect, the customer shall be entitled—within the scope of the agreed liability limitations—to claim damages in lieu of performance or reimbursement of futile expenses pursuant to § 284 BGB. However, the customer shall be entitled to withdraw from the contract or to claim damages in lieu of full performance only in the case of material defects. The setting of a deadline, the declaration of withdrawal, and the assertion of a claim for damages in lieu of performance must be made in writing to be valid. A deadline is not required in the cases specified by law under §§ 281 (2), 323 (2), 440 BGB.

(8) After the unsuccessful expiry of a period set for subsequent performance pursuant to § 6 (7) above, the customer shall, within a reasonable period, declare in writing to the supplier whether it continues to demand subsequent performance or whether it intends to exercise the further rights set out in § 6 (7) sentence 1. If the customer continues to demand subsequent performance and the supplier promptly announces such subsequent performance, the customer shall grant the supplier an additional reasonable period during which it shall not be entitled to exercise the rights specified in § 6 (7) sentence 1. § 6 (7) sentence 4 remains unaffected.

(9) If, during an error analysis in connection with defects reported by the customer, it is determined that the customer has no rights or claims due to defects, the supplier shall be entitled to charge the customer for the expenses incurred in the course of such investigation, provided that the expenses were, under consideration of both parties’ interests and according to objective standards, reasonably necessary and appropriate, and provided further that the customer knew or negligently failed to know that no defect existed and that the cause of the reported error originated within its own sphere of responsibility. Any contributory negligence or contributory cause attributable to the customer shall remain unaffected.

(10) The supplier shall not be liable if modifications or alterations to the purchased items have been made by the customer or by third parties commissioned by the customer, unless the customer proves that the defects that occurred are not attributable to such modifications or alterations.

(11) Subject to sentences 2 and 3 below, the customer’s claims arising from a defect shall become time-barred twelve (12) months after delivery. For claims for damages and claims for reimbursement of futile expenses within the meaning of § 284 BGB resulting from intentional or grossly negligent breaches of duty, in cases of fraudulent concealment of a defect, third-party claims for restitution in rem within the meaning of § 438 (1) no. 1 BGB, personal injury, claims under the Product Liability Act, and in cases of an assumed guarantee (§ 444 BGB), the statutory limitation periods shall apply. In the case of an assumed guarantee, this shall apply only insofar as nothing to the contrary arises from the respective guarantee agreement. § 445b BGB remains unaffected.

(12) The customer’s claims for reimbursement of expenses pursuant to § 445a (1) BGB are excluded. Sentence 1 shall not apply if the customer resells the purchased items and the final contract in the supply chain is a consumer goods purchase within the meaning of §§ 478, 474 BGB, or a consumer contract for the provision of digital products within the meaning of § 445c sentence 2, § 327 (5), § 327u BGB.

§ 7 Legal Defects

(1) The customer’s rights and claims in the event of legal defects shall be governed by the statutory provisions, unless otherwise provided in the following provisions of this § 7 or in § 8.

(2) A legal defect shall exist if the customer has not been effectively granted the rights necessary for the contractual use of the purchased items.

(3) If a third party asserts against the customer an infringement of intellectual property rights caused by the software, the customer shall

- (i) promptly notify the supplier thereof in writing,
- (ii) authorize the supplier to conduct the legal dispute and settlement negotiations with the third party at its own expense and, as far as possible, independently, and undertake legal actions only with the supplier’s consent, and
- (iii) provide the supplier with all reasonable support and furnish it with the necessary information, documents, and authorizations available to the customer.

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(4) In the event that the software infringes upon the rights of third parties, the supplier shall, at its discretion, provide subsequent performance by

- (i) modifying the software so that it no longer infringes rights while maintaining equivalent performance and the agreed functionality for the customer, or
- (ii) acquiring for the customer a right of use sufficient for the purposes of the contract to continue using the software, or
- (iii) replacing the software with other software that is equivalent to the agreed characteristics, provides equivalent performance, and does not result in significant disadvantages for the customer, or (iv) delivering a new version of the software whose contractual use does not infringe upon third-party rights, which contains the same functionality as the previous version, and whose adoption is reasonable for the customer and does not result in significant disadvantages.

In the cases referred to in sentence 1 alternatives (ii) to (iv), the customer shall be obliged to return or delete the software affected by legal defects (§ 439 (6) BGB).

(5) Apart from this, the provisions on material defects set out in § 6 (6), (7), (8), (10), and (11) shall apply accordingly in the event of legal defects.

§ 8 Limitations of Liability

- (1) Limitations of liability may be individually agreed upon between the parties. In the absence of an individual agreement, the supplier shall be liable—regardless of the legal grounds—for claims for damages or for reimbursement of futile expenses within the meaning of § 284 BGB in accordance with the provisions set out in paragraphs (2) to (7) below.
- (2) The supplier shall be liable without limitation in accordance with the statutory provisions for damages arising from injury to life, body, or health, for damages caused by intent or gross negligence, as well as for damages falling within the scope of a guarantee of characteristics or durability given by the supplier, unless otherwise stipulated in the respective guarantee agreement.
- (3) For damages other than those referred to in paragraph (2) that are caused by slight negligence in the violation of essential contractual obligations (cardinal obligations), the supplier shall be liable only for the foreseeable, contract-typical damages. Essential contractual obligations within the meaning of sentence 1 are those obligations whose violation endangers the purpose of the contract, whose fulfillment makes the proper execution of the contract possible in the first place, and on whose observance the customer regularly relies.
- (4) Apart from the cases mentioned in paragraph (2), any further liability for other damages resulting from slight negligence in the breach of obligations other than those mentioned in paragraph (3) is excluded.
- (5) Liability under the Product Liability Act shall remain unaffected.
- (6) The foregoing limitations of liability shall also apply with respect to the personal liability of the supplier’s employees, agents, legal representatives, and corporate bodies.
- (7) If the customer breaches its duty to properly back up data in accordance with § 5 (3), the supplier’s liability for data loss shall be limited, in accordance with the foregoing provisions, to the amount of damage that would also have occurred in the event of proper and regular data backup by the customer.

§ 9 Confidentiality and Data Protection

(1) The contracting parties undertake to treat as strictly confidential, for an unlimited period of time, all information or materials disclosed or made available by the other contracting party in the course of contract initiation or execution that constitute trade secrets or are designated as confidential (“confidential information”), and to use such information only for the purpose of performing this contract. It is irrelevant whether the confidential information as defined in sentence 1 is also protected as a trade secret within the meaning of the German Trade Secrets Act (GeschGehG); the obligation of confidentiality exists regardless of whether appropriate protective measures under the GeschGehG have been taken. The contracting parties shall secure confidential information in such a manner that access by unauthorized third parties is prevented.

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(2) Confidential information shall include, in particular, the purchased items specified in § 1 (1). The customer shall make such purchased items accessible only to employees and other third parties who require access in order to perform their duties for the customer and only within the scope of the usage rights granted to the customer under this contract. The customer shall instruct
he customer shall instruct employees and third parties who are legitimately granted access to the confidential information about their duty of confidentiality and shall require such persons, in writing, to maintain confidentiality and to use the information only within the aforementioned scope, unless such persons are already legally bound to confidentiality to the same extent for other reasons.

(3) The foregoing confidentiality obligations shall not apply to confidential information of a contracting party that
(i) was already publicly known at the time of its disclosure, or
(ii) becomes publicly known after its disclosure by the disclosing party without fault of the receiving party, or
(iii) was already lawfully in the possession of the receiving party at the time of its disclosure by the disclosing party, or
(iv) is lawfully provided to the receiving party by a third party after its disclosure by the disclosing party without any restriction regarding confidentiality or use, or
(v) is developed by the receiving party without the use of the confidential information, or
(vi) must be disclosed by the receiving party pursuant to statutory provisions, provided that the receiving party—where possible and legally permissible—promptly notifies the disclosing party in writing prior to such disclosure and assists the disclosing party in taking legal action to prevent disclosure.
Sections 3 and 5 of the German Trade Secrets Act (GeschGehG) shall remain unaffected.

(4) The supplier shall comply with all applicable data protection laws and regulations and shall obligate its employees and other agents, prior to the commencement of their activities, to likewise comply with data protection requirements.

§ 10 Set-Off and Right of Retention

(1) The customer may offset claims of the supplier only with counterclaims that are undisputed, have been finally adjudicated, or are ready for decision.

(2) The customer shall be entitled to exercise a right of retention only to the extent that the counterclaim on which the right of retention is based is undisputed, has been finally adjudicated, or is ready for decision, and arises from the same contractual relationship.

§ 11 Final Provisions

(1) All agreements between the parties are contained in this contract document and its annexes. No further agreements exist.

(2) Any amendments or additions to this contract must be made in writing to be valid. The requirement of written form may itself only be waived by a written agreement.

(3) If the customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for any disputes arising from or in connection with this contract shall be the registered office of the supplier. However, the supplier shall also be entitled, at its discretion, to bring an action against the customer at the customer’s general place of jurisdiction.

(4) This contract shall be governed by the laws of the Federal Republic of Germany, excluding the conflict-of-law provisions that refer to another legal system. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The language of the contract is German. In the case of translations, only the German version shall be legally binding.

(5) Should any provision of this contract be invalid, the validity of the remaining provisions shall not be affected, provided it can be assumed that the parties would have concluded the contract regardless. In place of the invalid provision, a valid provision shall be deemed agreed that corresponds to the statutory regulation. Should the parties have inadvertently omitted a matter requiring regulation, the provision shall be deemed agreed that the parties would have agreed upon—taking into account their mutual interests—had they been aware of the omission.

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